

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 02-10-58531

HUD CASE NO. 07-10-0331-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COUNCIL BLUFFS APARTMENTS LLC

809 N 96th Street

Omaha, Nebraska 55431

RIVER PARK APARTMENTS LLC

809 N 96th Street

Omaha, Nebraska 55431

BROADMOOR DEVELOPMENT COMPANY, INC.

809 N 96th Street

Omaha, Nebraska 55431

COMPLAINANT

ALICIA P. CLAYPOOL

Commissioner, Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

1. Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged Council Bluffs Apartments L.L.C., and River Park Apartments L.L.C., as owners of the subject property, and Broadmoor Development Company, Inc., as manager of the subject properties, discriminated against persons with disabilities because the common areas and the first-floor rental units do not meet the design and construction accessibility requirements of the Fair Housing Act (FHA) or the Iowa Civil Rights Act (ICRA).

2. Council Bluffs Apartments, L.L.C. is the owner of residential property located at 20 South 41th Street, Council Bluffs, Iowa.
3. River Park Apartments, L.L.C. is the owner of residential property located at 103 South 38th Street, Council Bluffs, Iowa.
4. The Registered Agent for Council Bluffs Apartments, L.L.C., River Park Apartments, L.L.C., and Broadmoor Development Company, Inc., is Howard M. Kooper, at 20 S 41st Street, Council Bluffs, Iowa. The Home Office for all three entities is located at 809 N 96th Street, Omaha, Nebraska. Both Council Bluffs Apartments, L.L.C. and River Park Apartments, L.L.C. indicate their d/b/a as “River Park Apartments.”
5. Broadmoor Development Company, Inc. manages River Park Apartments. As agreed by the parties, Broadmoor Development Company is responsible for overseeing the implementation of the terms of this Predetermination Settlement Agreement.
6. Properties subject to this Agreement include:

All first floor apartment units at 20 South 41st Street, Council Bluffs, Iowa, with the following building designation numbers: 6, 7, 8, 9, 10, and 11; and

All of the common areas, except for the swimming pool that was built in 1987.
7. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against any person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
8. Respondents agree to refrain from committing any act of discrimination in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
9. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing

and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

11. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

12. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of the Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

13. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

14. Respondents agree each of their employees or agents who are involved in the management or operation of Council Bluffs Apartments and River Park Apartments will receive training on the requirements of the Federal and State Fair Housing Laws within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

15. Respondents agree to place the Federal and State Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

16. Respondents agree Federal and State Fair Housing Laws provide that, for non-elevator residential buildings with four or more dwelling units, all ground floor units that are designed and constructed for first occupancy after March 13, 1991, are “covered multifamily dwellings” and must include certain basic features of accessible and adaptable design to make such units accessible to or adaptable for use by a person who has or develops a disability. 42 U.S.C. §§3604(f)(3)(C) and (f)(7)(B); Iowa Code §216.8A(3)(b)(1-3).

17. Respondents agree the accessible and adaptive design provisions of Federal and State Fair Housing Laws require that for covered multifamily dwellings: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. §3604(f)(3)(C); Iowa Code §216.8A(3)(b)(1-3).

18. Within 30 days of receiving a closing letter from the Commission, Respondents agree to certify in writing to the Commission their estimated cost to modify or retrofit both parts of the subject property as required by this Agreement. Respondents agree to provide sufficient information to the Commission that demonstrates how each deficiency will be corrected, as well as the estimated cost of the materials and labor to correct each deficiency.

19. Respondents agree to modify common areas as follows:

a. Accessible and Usable Public and Common Use Areas

i. Rental Office

1. Path to:

- a. Modify the slope of the curb ramp to bring the slope as close to 5% as possible, but no greater than 8.33%.
- b. Restripe the parking space currently reserved for the disabled near the rental office such that the width of the parking space will be no less than 96 inches and the width to the adjoining access aisle be no less than 60 inches. The current signage indicating the parking space is reserved for the disabled will be kept, which includes the International Symbol of Accessibility as described in the ADA Accessibility Guidelines for Buildings and Facilities [“ADAAG”], available online at:
<http://www.accessboard.gov/adaag/html/figures/fig43a.html>.
- c. Reduce the force required to open the front exterior door and the south-facing door such that no more than 8.5 pounds of force will be required to pull or push open these doors.

2. Interior door:

- a. Reduce the force required to open the interior door near the public restrooms such that no more than 5 pounds of force will be required to pull or push open this door.

ii. Basketball Court

1. Path to:

- a. Modify the slope of the curb ramp to bring the slope as close to 5% as possible, but no greater than 8.33%.
- b. Install a sidewalk with a width of no less than 36 inches to connect the main sidewalk and the basketball court at the most direct route from the closest accessible curb ramp.

iii. Old swimming pool

1. Path to:

- a. Install handrails along for the portions of the sidewalk where the slope exceeds 5%, along both sides of the sidewalk. The handrail is to meet the requirements of section 4.26 of ADAAG, available online at
<http://www.access-board.gov/adaag/html/adaag.htm#4.26>.

iv. Dumpsters

1. Install one 50-gallon trash cans on an accessible route besides each of the existing dumpsters at the subject property, where the trash can height does not exceed 48 inches, and where the force required to open the lid is no greater than 8.5 pounds of force.

2. Designate the above-mentioned trash cans as accessible and reserved for disabled tenants by affixing a permanent label with the International Symbol of Accessibility as described in Figure 43 of the ADAAG.

Respondents agree to make all of the above-listed modifications within six months of receipt of a closing letter from the Commission. Respondents agree to send a list of all modifications completed to the Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa, 50319, to the attention of Supervisor of Investigations, Don Grove, within seven days of the expiration of that six-month period.

20. Respondents agree to bring the first-floor units for the covered properties, as described in paragraph 6, into compliance with Federal and State Fair Housing Laws. 42 U.S.C. §3604(f)(3)(C) and Iowa Code §216.8A(3)(b)(1-3). Respondents agree to make the following modifications or retrofits:

- a. Usable Doors
 - i. All 24 first-floor covered units
 1. Lower the threshold for the main entry front door to the unit to a height of no greater than 0.75 inches from the exterior concrete surface with a bevel slope of no greater than 0.50%. See FHADM 4.12.
 2. Replace patio door with one that has a clear opening width of no less than 31.63 inches.
- b. Accessible Route Into and Through the Covered Unit
 - i. All 24 first floor units
 1. Provide a beveled ramp at threshold on door to patio such that the threshold height inside unit is no greater than 0.75 inches and the threshold slope is no greater than 50%.
- c. Usable Kitchens and Bathrooms
 - i. Kitchens
 1. Install a removable cabinet under the kitchen sink in all eight Rio-Grande floor plan first-floor covered units to allow a 30-inch width clear knee space with a forward approach, and where the knee-space depth is no more than 19 inches. See FHADM 7.12 and 7.13.

21. Respondents agree to make the modifications or retrofits as each of the covered first-floor units becomes vacant. Respondents agree to make the modifications or retrofits to the unit before the unit is rented again. Respondents agree to provide a list of current tenants in each of the first-floor units to the Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa, 50319, to the attention of Supervisor of Investigations, Don Grove, within seven days of the receipt of a closing letter.

22. Respondents agree to notify Iowa Civil Rights Commission Supervisor of Investigations, Don Grove, when a tenant in one of the covered first-floor units gives notice to vacate or abandons the unit. Such notifications shall be made within seven days of the tenant's notice or abandonment. Respondents agree to notify Supervisor of Investigations, Don Grove, when they have completed the required modifications or retrofits. Respondents also agree to notify Supervisor of Investigations, Don Grove, when the new tenant signs a lease to the modified or

retrofitted unit. Such notification shall be made within seven days of the execution of the new lease. These required notifications to Supervisor of Investigations, Don Grove, will continue until all 24 first-floor units, listed in the tables below, have been retrofitted:

Complex Address: 20 South 41st Street	
Floor Plan	Number of first-floor units
Big Sioux	12
Rio Grande	8
Providence	4
TOTAL	24

23. Respondents agree to allow the Commission to inspect the property after all retrofits are completed. This inspection shall take place within 30 days of the completion of all required modifications or retrofits to the common areas and the three designated first floor units. The Commission shall report the results of the inspection, including any outstanding deficiencies, in writing and shall send that report to Respondents.

If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by the Commission, and shall pay for another inspection by the ICRC staff or pay for an inspection by an agreed upon third party inspector to certify that the deficiencies have been corrected.

24. The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to retrofit the subject property as specified in this agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required retrofits as specified in this agreement.

25. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Council Bluffs Apartments, RESPONDENT

Date

River Park Apartments, RESPONDENT

Date

Broadmoor Development, RESPONDENT

Date

Alicia P. Claypool, Complainant/Commissioner
IOWA CIVIL RIGHTS COMMISSION

Date

Beth Townsend, Director
IOWA CIVIL RIGHTS COMMISSION

Date